

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X

In re:

03-MDL-1570 (GBD)(SN)

**TERRORIST ATTACKS ON
SEPTEMBER 11, 2001**

-----X

**HARTFORD FIRE INSURANCE
COMPANY; HARTFORD ACCIDENT AND
INDEMNITY COMPANY; HARTFORD
CASUALTY INSURANCE COMPANY;
HARTFORD INSURANCE COMPANY OF
ILLINOIS; HARTFORD INSURANCE
COMPANY OF THE MIDWEST; HARTFORD
INSURANCE COMPANY OF THE
SOUTHEAST; HARTFORD LLOYDS
INSURANCE COMPANY; HARTFORD
UNDERWRITERS INSURANCE COMPANY;
PACIFIC INSURANCE COMPANY,
LIMITED; PROPERTY AND CASUALTY
INSURANCE COMPANY OF HARTFORD;
TRUMBULL INSURANCE COMPANY; and
TWIN CITY FIRE INSURANCE COMPANY,**

No.

**SHORT FORM COMPLAINT
AND DEMAND FOR TRIAL
BY JURY**

Plaintiffs,

-against-

KINGDOM OF SAUDI ARABIA,

Defendant.

-----X

Plaintiffs Hartford Fire Insurance Company; Hartford Accident and Indemnity Company;
Hartford Casualty Insurance Company; Hartford Insurance Company of Illinois; Hartford
Insurance Company of the Midwest; Hartford Insurance Company of the Southeast; Hartford
Lloyds Insurance Company; Hartford Underwriters Insurance Company; Pacific Insurance

Company, Limited; Property and Casualty Insurance Company of Hartford; Trumbull Insurance Company; and Twin City Fire Insurance Company (collectively, “Plaintiffs”) by and through their undersigned counsel file this Short Form Complaint, in substantially the form permitted and approved by the Court’s Order of July 10, 2018, ECF No. 4052, against Defendant, the Kingdom of Saudi Arabia, arising out of the September 11, 2001 terrorist attacks (“September 11, 2001 Terrorist Attacks”). Plaintiffs incorporate by reference the specific allegations, as indicated below, of the Consolidated Amended Complaint as to the Kingdom of Saudi Arabia (the “Consolidated Amended Complaint”), ECF No. 3463.

Upon filing this Saudi Arabia Short Form Complaint, Plaintiffs are deemed to have accepted all factual and jurisdictional allegations of the complaint that has been joined as specified below; all prior filings in connection with that complaint; and all prior Orders and rulings of the Court in connection with that complaint.

VENUE

1. Venue in this district is proper pursuant to 28 U.S.C. §§ 1391(b)(2) and 1391(f)(1), as a substantial part of the events giving rise to the claims asserted herein occurred in this district. Venue is also proper in this district pursuant to 18 U.S.C. § 2334(a).

JURISDICTION

2. Jurisdiction is premised on the grounds set forth in the complaints specified below, and further, jurisdiction of this Saudi Arabia Short Form Complaint is premised upon and applicable to all defendants in this action:

- 28 U.S.C. § 1605(a)(5) (non-commercial tort exception)
- 28 U.S.C. § 1605B (Justice Against Sponsors of Terrorism Act)
- 28 U.S.C. § 1330 (actions against foreign states)

CAUSES OF ACTION

3. Plaintiffs hereby adopt and incorporate herein by reference the following factual allegations, jurisdictional allegations, and jury trial demand in the Consolidated Amended Complaint and the following causes of action set forth in that complaint:

- COUNT I – Aiding and Abetting and Conspiring with Al Qaeda to Commit the September 11th Attacks upon the United States in violation of 18 U.S.C. § 2333(d) (JASTA).
- COUNT II – Aiding and Abetting and Conspiring with Al Qaeda to Commit the September 11th Attacks upon the United States in violation of 18 U.S.C. § 2333(a).
- COUNT III – Committing Acts of International Terrorism in violation of 18 U.S.C. § 2333.

IDENTIFICATION OF PLAINTIFFS

1. Plaintiff Hartford Fire Insurance Company (“Hartford”) is an insurance company organized under the laws of the State of Connecticut with its principal place of business in Hartford, Connecticut. At all material times, Hartford was engaged in the business of insurance.

2. Plaintiff Hartford Accident and Indemnity Company (“Hartford Accident”) is an insurance company organized under the laws of the State of Connecticut with its principal place of business in Hartford, Connecticut. At all material times, Hartford Accident was engaged in the business of insurance.

3. Plaintiff Hartford Casualty Insurance Company (“Hartford Casualty”) is an insurance company organized under the laws of the State of Indiana with its principal place of business in Hartford, Connecticut. At all material times, Hartford Casualty was engaged in the business of insurance.

4. Plaintiff Hartford Insurance Company of Illinois (“Hartford Illinois”) is an

insurance company organized under the laws of the State of Illinois with its principal place of business in Hartford, Connecticut. At all material times, Hartford Illinois was engaged in the business of insurance.

5. Plaintiff Hartford Insurance Company of the Midwest (“Hartford Midwest”) is an insurance company organized under the laws of the State of Indiana with its principal place of business in Hartford, Connecticut. At all material times, Hartford Midwest was engaged in the business of insurance.

6. Plaintiff Hartford Insurance Company of the Southeast (“Hartford Southeast”) is an insurance company organized under the laws of the State of Connecticut with its principal place of business in Hartford, Connecticut. At all material times, Hartford Southeast was engaged in the business of insurance.

7. Plaintiff Hartford Lloyds Insurance Company (“Hartford Lloyds”) is an insurance company organized under the laws of the State of Texas with its principal place of business in Hartford, Connecticut. At all material times, Hartford Lloyds was engaged in the business of insurance.

8. Plaintiff Hartford Underwriters Insurance Company (“Hartford Underwriters”) is an insurance company organized under the laws of the State of Connecticut with its principal place of business in Hartford, Connecticut. At all material times, Hartford Underwriters was engaged in the business of insurance.

9. Plaintiff Pacific Insurance Company, Limited (“Pacific Insurance”) is an insurance company organized under the laws of the State of Connecticut with its principal place of business in Hartford, Connecticut. At all material times, Pacific Insurance was engaged in the business of insurance.

10. Plaintiff Property and Casualty Insurance Company of Hartford (“Property and Casualty”) is an insurance company organized under the laws of the State of Indiana with its principal place of business in Hartford, Connecticut. At all material times, Property and Casualty was engaged in the business of insurance.

11. Plaintiff Trumbull Insurance Company (“Trumbull”) is an insurance company organized under the laws of the State of Connecticut with its principal place of business in Hartford, Connecticut. At all material times, Trumbull was engaged in the business of insurance.

12. Plaintiff Twin City Fire Insurance Company (“Twin City Fire”) is an insurance company organized under the laws of the State of Indiana with its principal place of business in Hartford, Connecticut. At all material times, Twin City Fire was engaged in the business of insurance.

13. Pursuant to applicable policies of insurance, Plaintiffs made payments in compensation for injuries suffered by nationals of the United States to their persons, properties and/or businesses by reason of the September 11, 2001 Terrorist Attacks, and are thereby subrogated to the rights of recovery of those nationals of the United States. The losses which are the subject of this action have not been the subject of a prior claim against these Defendants.

PLAINTIFFS’ DAMAGES

14. As a direct, proximate and foreseeable result of the Kingdom of Saudi Arabia’s actions or inactions, Plaintiffs suffered damage as described below.

15. At the time of the September 11, 2001 Terrorist Attacks, Plaintiffs provided insurance and reinsurance coverage, including for property and workers' compensation, to nationals of the United States (the "Insureds").

16. Pursuant to the applicable policies, Plaintiffs have made payments to the Insureds for damages caused by the September 11, 2001 Terrorist Attacks, causing Plaintiffs to incur substantial monetary loss.

17. By virtue of Plaintiffs' payments to the Insureds, and pursuant to the terms of the applicable insurance policies, Plaintiffs are subrogated to the Insureds' rights of recovery against any responsible third parties.

IDENTIFICATION OF THE DEFENDANT

18. The only Defendant named in this Saudi Arabia Short Form Complaint is the Kingdom of Saudi Arabia.

NO WAIVER OR OTHER CLAIMS

19. By filing this Saudi Arabia Short Form Complaint, Plaintiffs are not waiving any right to file suit against any other potential defendants or parties.

20. By filing this Saudi Arabia Short Form Complaint, Plaintiffs are not opting out of any class that the Court may certify in the future.

JURY DEMAND

21. Plaintiffs hereby demand a trial by jury as to the claims in this action.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount equal to Plaintiffs' monetary loss, treble damages pursuant to 18 U.S.C. § 2333, pre-judgment interest,

post-judgment interest, attorneys' fees, costs of this action and such other relief and judgment the Court may deem appropriate under the circumstances.

Dated: December 21, 2018

Respectfully submitted,

S/ Thomas G. Rohback

Thomas G. Rohback, TR4817
Axinn, Veltrop & Harkrider LLP
114 West 47th Street
New York, NY 10036
trohback@axinn.com
Phone: (212) 728-2200
Facsimile: (212) 728-2201

*Attorneys for Plaintiffs Hartford Accident
and Indemnity Company, Hartford Casualty
Insurance Company, Hartford Fire
Insurance Company, Hartford Insurance
Company of Illinois, Hartford Insurance
Company of the Midwest, Hartford
Insurance Company of the Southeast,
Hartford Lloyds Insurance Company,
Hartford Underwriters Insurance Company,
Pacific Insurance Company, Limited,
Property and Casualty Insurance Company
of Hartford, Trumbull Insurance Company,
Twin City Fire Insurance Company*